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EXAMINER

MALHOTRA, SANJEEV

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 09/991,894	Applicant(s) LASCELLES ET AL.	
	Examiner SANJEEV MALHOTRA	Art Unit 3694	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 12 May 2008.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-17 is/are pending in the application.
- 4a) Of the above claim(s) 17 is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-16 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>See Continuation Sheet</u> . | 6) <input type="checkbox"/> Other: _____ |

Continuation of Attachment(s) 3). Information Disclosure Statement(s) (PTO/SB/08), Paper No(s)/Mail Date : 01-17-2008, 03-07-2008 and 03-28-2008.

DETAILED ACTION

Request for Continued Examination (RCE)

1. This Office Action is in response to the Request for Continued Examination (RCE) and remarks/ arguments/ amendments to claims filed on May 12, 2008 for the original application titled: "On-line Balance Transfers". Receipt is acknowledged of a Request for Continued Examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e) and a submission, all filed on May 12, 2008.

Status of Claims

2. Per the claim amendments submitted on May 12, 2008 along with the RCE request, it is acknowledged that Claims 1 to 16 are pending in this application and Claim 17 is cancelled without prejudice by the Applicant. Examiner notes that Claims 1 to 14 and 16 have been currently amended per claim amendments submitted on May 12, 2008, which include the three independent Claims 1, 14 and 16.

3. The rejection of Claims 1-17 under 35 USC 112, second paragraph previously is hereby withdrawn based on the claim amendments submitted on May 12, 2008 along with the RCE.

4. The rejection of Claims 1-17 under 35 USC 101 previously is hereby withdrawn based on the claim amendments submitted on May 12, 2008 along with the RCE.

Claim Objections

5. Claims 1-16 are objected to because of the following informalities:

As recited currently, the amended claims are missing the following (underlined and italicized words show the changes):

I/We claim:

Claim 1: (*Currently amended*) (Not 'Amended' as currently recited)

Claim 12: (*Currently amended*) (Not 'Original' as currently recited)

Claim 1: Line 15 currently recites two phrases consecutively, "processing the balance transfer" and "the request", and some word(s) appear to be missing between these two phrases.

Appropriate correction is required.

Claim Rejections - 35 USC § 112

6. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1-16 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

- a. Independent Claim 1 recites the limitation "the financial institution" in line 9 that is indefinite. Because there is insufficient antecedent basis for this limitation

in the claim. Examiner notes that the limitation “a financial institution” is recited in line 19 of Claim 1.

b. Independent Claim 1 recites the limitation “the financial institution” in lines 11-12 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a financial institution” is recited in line 19 of Claim 1.

c. Independent Claim 1 recites the limitation “the financial institution” in lines 12-13 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a financial institution” is recited in line 19 of Claim 1.

d. Independent Claim 1 recites the limitation “the balance transfer” in line 15 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

e. Independent Claim 1 recites the limitation “the received balance transfer request” in lines 16-17 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

f. Independent Claim 1 recites the limitation “the eligibility requirements” in line 17 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

g. Independent Claim 1 recites the limitation “the financial institution” in line 20 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a financial institution” is

recited in line 19 of Claim 1, and Examiner seeks clarification as to which “financial institution” is being referenced in line 20.

h. Claim 5 recites the limitation “the financial institution” in line 3 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 3.

i. Claim 5 recites the limitation “the first account” in line 3 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a first credit account” is recited in line 2 of Claim 5.

j. Claim 5 recites the limitation “the financial institution” in lines 3-4 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in lines 3-4.

k. Claim 5 recites the limitation “the second account” in line 4 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a second credit account” is recited in line 2 of Claim 5.

l. Claim 5 recites the limitation “the financial institution” in line 4 that is indefinite. Because there is insufficient antecedent basis for this limitation in the

claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 4.

m. Claim 5 recites the limitation “the first account” in line 5 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a first credit account” is recited in line 2 of Claim 5.

n. Claim 5 recites the limitation “the financial institution” in line 5 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 5.

o. Claim 5 recites the limitation “the second account” in lines 5-6 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a second credit account” is recited in line 2 of Claim 5.

p. Claim 6 recites the limitation “the financial institution” in line 3 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 3.

q. Claim 6 recites the limitation "the first account" in line 3 that is indefinite.

Because there is insufficient antecedent basis for this limitation in the claim.

Examiner notes that the limitation "a first credit account" is recited in line 2 of Claim 6.

r. Claim 6 recites the limitation "the financial institution" in lines 3-4 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation "financial institution" is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which "financial institution" is being referenced in lines 3-4.

s. Claim 6 recites the limitation "the second account" in line 4 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation "a second credit account" is recited in line 2 of Claim 6.

t. Claim 6 recites the limitation "the financial institution" in line 4 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation "financial institution" is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which "financial institution" is being referenced in line 4.

u. Claim 6 recites the limitation "the first account" in line 5 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation "a first credit account" is recited in line 2 of Claim 6.

v. Claim 6 recites the limitation “the financial institution” in line 5 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 5.

w. Claim 6 recites the limitation “the second account” in lines 5-6 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a second credit account” is recited in line 2 of Claim 6.

x. Claim 7 recites the limitation “the financial institution” in line 3 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 3.

y. Claim 7 recites the limitation “the financial institution” in line 4 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 4.

z. Claim 7 recites the limitation “the financial institution” in line 5 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many

lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 5.

aa. Claim 8 recites the limitation “the financial institution” in line 3 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 3.

bb. Claim 8 recites the limitation “the financial institution” in lines 4-5 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in lines 4-5.

cc. Claim 11 recites the limitation “the financial institution” in line 4 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 4.

dd. Claim 11 recites the limitation “the financial institution” in line 5 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 5.

ee. Claim 12 recites the limitation “the display” in line 3 that is indefinite.

Because there is insufficient antecedent basis for this limitation in the claim.

Examiner notes that the limitation “a balance transfer request display” is recited in line 3 of Claim 12.

ff. Claim 13 recites the limitation “the display” in line 4 that is indefinite.

Because there is insufficient antecedent basis for this limitation in the claim.

Examiner notes that the limitation “a balance transfer request display” is recited in line 4 of Claim 13.

gg. Claim 13 recites the limitation “the financial institution” in line 6 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 6.

hh. Claim 13 recites the limitation “the financial institution” in line 7 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “financial institution” is recited in many lines of Claim 1 as noted above, and Examiner seeks clarification as to which “financial institution” is being referenced in line 7.

ii. Independent Claim 14 recites the limitation “the financial institution” in line 9 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

jj. Independent Claim 14 recites the limitation “the balance request” in line 11 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

kk. Independent Claim 14 recites the limitation “the financial institution” in lines 12-13 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

ll. Independent Claim 14 recites the limitation “the financial institution” in lines 13-14 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

mm. Independent Claim 14 recites the limitation “the received balance transfer request” in line 16 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

nn. Independent Claim 14 recites the limitation “the computer” in line 21 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a computer system” is recited in line 4 of Claim 14.

oo. Independent Claim 14 recites the limitation “the computer” in lines 21-22 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim. Examiner notes that the limitation “a computer system” is recited in line 4 of Claim 14.

pp. Independent Claim 16 recites the limitation “the financial institution” in line 6 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

qq. Independent Claim 16 recites the limitation “the balance request” in line 7 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

rr. Independent Claim 16 recites the limitation “the financial institution” in line 8 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

ss. Independent Claim 16 recites the limitation “the financial institution” in line 9 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

tt. Independent Claim 16 recites the limitation “the online balance transfer request” in line 11 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

uu. Independent Claim 16 recites the limitation “the online balance transfer request” in line 12 that is indefinite. Because there is insufficient antecedent basis for this limitation in the claim.

Appropriate corrections are required.

Claim Rejections - 35 USC § 103

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-16, as understood by the Examiner, are rejected under 35 USC 103(a) as being unpatentable over Patent No. US 5,590,038 issued to Pitroda, Satyan G. filed on June 20, 1994 and titled: "Universal Electronic Transaction Card including Receipt Storage and System and Methods of Conducting Electronic Transactions" (hereinafter "Pitroda") in view of US Patent No. 6,267,292 issued to Walker et al. filed on July 22, 1999 claiming priority from June 13, 1997 and titled: "Method and Apparatus for Funds and Credit Line Transfers" (hereinafter "Walker").

With respect to Claim 1, Pitroda teaches "A computer implemented method for online transfer of a balance from a first credit account associated with an account holder to a second credit account associated with the account holder comprising:" (see at least Abstract and Summary)

"receiving at a computer a request for transferring balances from the first credit account to the second credit account;" (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

"obtaining account data associated with the first credit account, said account data comprising at least the financial institution with which the first credit account is held;" (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

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“determining using with a business logic server, using the account data, whether the financial institution with which the first credit account is held is related to the financial institution with which the second credit account is held;” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

“processing the balance transfer the request if it meets all of at least one eligibility requirement for transferring the balance, and otherwise not processing the received balance transfer request; the eligibility requirements comprising a requirement that identifying said first credit account as being not eligible for a balance transfer to said second credit account if it is determined that the first credit account is not be held with a financial institution that is related to the financial institution with which the second credit account is held.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

Pitroda teaches as disclosed above, but it may be argued that it does Not explicitly teach about balance or debt transfer from one account to another by the same credit card holder. However, Walker teaches it explicitly. (see at least Walker Abstract and Summary, and C 2, ~L 20-30)

Examiner notes that Walker explicitly teaches and states that “it is well known in the art that credit card holders are free to transfer debt between accounts, thereby taking advantage of different account features, such as lower interest rates. Such transfers are typically done by paying off the old account with a convenience check or electronic funds transfer, which draws the old account balance onto the new credit card account.”

It would have been obvious to an ordinary person of skill in the art at the time invention was made to modify the teachings of Pitroda with the explicit teachings by Walker about balance or debt transfer from one account to another by the same credit card holder. The motivation to combine these two references would be to provide a more efficient and effective system and method for making electronic transfer of balance or debt from one account to another by the same credit card holder, and thus increase manageability of their debt by the account holder(s).

With respect to Claim 2, Pitroda teaches “wherein the account data is obtained in real time.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

With respect to Claim 3, Pitroda teaches “wherein the account data is obtained from a source other than the account holder.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

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With respect to Claim 4, Pitroda teaches “wherein the source other than the account holder is a credit reporting bureau.” (see atleast Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

With respect to Claim 5, Pitroda teaches “wherein the financial institution with which the first account is held is considered related to the financial institution with which the second account is held if the financial institution with which the first account is held is the same as the financial institution with which the second account is held.” (see atleast Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

Pitroda teaches as disclosed above, but it may be argued that it does Not explicitly teach about balance or debt transfer from one account to another by the same credit card holder. However, Walker teaches it explicitly. (see atleast Walker Abstract and Summary, and C 2, ~L 20-30)

Examiner notes that Walker explicitly teaches and states that “it is well known in the art that credit card holders are free to transfer debt between accounts, thereby taking advantage of different account features, such as lower interest rates. Such transfers are typically done by paying off the old account with a convenience check or electronic funds transfer, which draws the old account balance onto the new credit card account.”

It would have been obvious to an ordinary person of skill in the art at the time invention was made to modify the teachings of Pitroda with the explicit teachings by Walker about balance or debt transfer from one account to another by the same credit card holder. The motivation to combine these two references would be to provide a more efficient and effective system and method for making electronic transfer of balance or debt from one account to another by the same credit card holder, and thus increase manageability of their debt by the account holder(s).

With respect to Claim 6, Pitroda teaches “wherein the financial institution with which the first account is held is considered related to the financial institution with which the second account is held if the financial institution with which the first account is held is affiliated with the financial institution with which the second account is held.” (see atleast Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

Pitroda teaches as disclosed above, but it may be argued that it does Not explicitly teach about balance or debt transfer from one account to another by the same credit card holder. However, Walker teaches it explicitly. (see atleast Walker Abstract and Summary, and C 2, ~L 20-30)

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Examiner notes that Walker explicitly teaches and states that "it is well known in the art that credit card holders are free to transfer debt between accounts, thereby taking advantage of different account features, such as lower interest rates. Such transfers are typically done by paying off the old account with a convenience check or electronic funds transfer, which draws the old account balance onto the new credit card account."

It would have been obvious to an ordinary person of skill in the art at the time invention was made to modify the teachings of Pitroda with the explicit teachings by Walker about balance or debt transfer from one account to another by the same credit card holder. The motivation to combine these two references would be to provide a more efficient and effective system and method for making electronic transfer of balance or debt from one account to another by the same credit card holder, and thus increase manageability of their debt by the account holder(s).

With respect to Claim 7, Pitroda teaches "wherein determining whether the financial institution with which the first credit account is held is related to the financial institution with which the second credit account is held comprises comparing the financial institution with which the first credit account is held with a list of ineligible financial institutions." (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

Pitroda teaches as disclosed above, but it may be argued that it does Not explicitly teach about balance or debt transfer from one account to another by the same credit card holder. However, Walker teaches it explicitly. (see at least Walker Abstract and Summary, and C 2, ~L 20-30)

Examiner notes that Walker explicitly teaches and states that "it is well known in the art that credit card holders are free to transfer debt between accounts, thereby taking advantage of different account features, such as lower interest rates. Such transfers are typically done by paying off the old account with a convenience check or electronic funds transfer, which draws the old account balance onto the new credit card account."

It would have been obvious to an ordinary person of skill in the art at the time invention was made to modify the teachings of Pitroda with the explicit teachings by Walker about balance or debt transfer from one account to another by the same credit card holder. The motivation to combine these two references would be to provide a more efficient and effective system and method for making electronic transfer of balance or debt from one account to another by the same credit card holder, and thus increase manageability of their debt by the account holder(s).

With respect to Claim 8, Pitroda teaches "wherein the list of ineligible financial institutions comprises the financial institution with which the second credit account is

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held and any financial institutions associated with the financial institution with which the second credit account is held.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

Pitroda teaches as disclosed above, but it may be argued that it does Not explicitly teach about balance or debt transfer from one account to another by the same credit card holder. However, Walker teaches it explicitly. (see at least Walker Abstract and Summary, and C 2, ~L 20-30)

Examiner notes that Walker explicitly teaches and states that “it is well known in the art that credit card holders are free to transfer debt between accounts, thereby taking advantage of different account features, such as lower interest rates. Such transfers are typically done by paying off the old account with a convenience check or electronic funds transfer, which draws the old account balance onto the new credit card account.”

It would have been obvious to an ordinary person of skill in the art at the time invention was made to modify the teachings of Pitroda with the explicit teachings by Walker about balance or debt transfer from one account to another by the same credit card holder. The motivation to combine these two references would be to provide a more efficient and effective system and method for making electronic transfer of balance or debt from one account to another by the same credit card holder, and thus increase manageability of their debt by the account holder(s).

With respect to Claim 9, Pitroda teaches “receiving from the account holder an indication that the account holder is interested in transferring a balance to the second credit account;” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

“wherein obtaining account data is performed in response to receiving said indication.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

Pitroda teaches as disclosed above, but it may be argued that it does Not explicitly teach about balance or debt transfer from one account to another by the same credit card holder. However, Walker teaches it explicitly. (see at least Walker Abstract and Summary, and C 2, ~L 20-30)

Examiner notes that Walker explicitly teaches and states that “it is well known in the art that credit card holders are free to transfer debt between accounts, thereby taking advantage of different account features, such as lower interest rates. Such transfers are typically done by paying off the old account with a convenience check or electronic funds transfer, which draws the old account balance onto the new credit card account.”

Art Unit: 3694

It would have been obvious to an ordinary person of skill in the art at the time invention was made to modify the teachings of Pitroda with the explicit teachings by Walker about balance or debt transfer from one account to another by the same credit card holder. The motivation to combine these two references would be to provide a more efficient and effective system and method for making electronic transfer of balance or debt from one account to another by the same credit card holder, and thus increase manageability of their debt by the account holder(s).

With respect to Claim 10, Pitroda teaches “further comprising displaying at least a portion of said account data to the account holder.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

With respect to Claim 11, Pitroda teaches “further comprising displaying at least a portion of said account data to the account holder in the event it is determined that the financial institution with which the first credit account is held is not the same as or associated with the financial institution with which the second credit account is held.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

With respect to Claim 12, Pitroda teaches “providing to the account holder a balance transfer request display, the display comprising a data entry field;” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

“populating the data entry field with at least one element of said account data.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

With respect to Claim 13, Pitroda teaches “providing to the account holder a balance transfer request display, the display comprising a data entry field;” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

“in the event it is determined that the financial institution with which the first credit account is held is not the same as or associated with the financial institution with which the second credit account is held, populating the data entry field with at least one element of said account data.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

Pitroda teaches as disclosed above, but it may be argued that it does Not explicitly

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teach about balance or debt transfer from one account to another by the same credit card holder. However, Walker teaches it explicitly. (see at least Walker Abstract and Summary, and C 2, ~L 20-30)

Examiner notes that Walker explicitly teaches and states that "it is well known in the art that credit card holders are free to transfer debt between accounts, thereby taking advantage of different account features, such as lower interest rates. Such transfers are typically done by paying off the old account with a convenience check or electronic funds transfer, which draws the old account balance onto the new credit card account."

It would have been obvious to an ordinary person of skill in the art at the time invention was made to modify the teachings of Pitroda with the explicit teachings by Walker about balance or debt transfer from one account to another by the same credit card holder. The motivation to combine these two references would be to provide a more efficient and effective system and method for making electronic transfer of balance or debt from one account to another by the same credit card holder, and thus increase manageability of their debt by the account holder(s).

With respect to Claim 14, Pitroda teaches "A system for online transfer of a balance comprising: a computer system configured to:" (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

"receive an online balance transfer request for transferring a balance from a first credit account associated with an account holder to a second credit account associated with the account holder;" (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

"obtain account data associated with the first credit account, said account data comprising at least the financial institution with which the first credit account is held;" (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

"determine whether the balance request meets at least one eligibility requirement, the at least one eligibility requirement comprising a requirement that the financial institution with which the first credit account is held is not related to the financial institution with which the second credit account is held;" (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

"process the online balance transfer request if all eligibility requirements are met and, otherwise, not processing the received balance transfer request;" (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

"a network connection associated with the computer and configured to enable the

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computer to receive data transmissions from and send data transmissions to the account holder.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

Pitroda teaches as disclosed above, but it may be argued that it does Not explicitly teach about balance or debt transfer from one account to another by the same credit card holder. However, Walker teaches it explicitly. (see at least Walker Abstract and Summary, and C 2, ~L 20-30)

Examiner notes that Walker explicitly teaches and states that “it is well known in the art that credit card holders are free to transfer debt between accounts, thereby taking advantage of different account features, such as lower interest rates. Such transfers are typically done by paying off the old account with a convenience check or electronic funds transfer, which draws the old account balance onto the new credit card account.”

It would have been obvious to an ordinary person of skill in the art at the time invention was made to modify the teachings of Pitroda with the explicit teachings by Walker about balance or debt transfer from one account to another by the same credit card holder. The motivation to combine these two references would be to provide a more efficient and effective system and method for making electronic transfer of balance or debt from one account to another by the same credit card holder, and thus increase manageability of their debt by the account holder(s).

With respect to Claim 15, Pitroda teaches “wherein said computer system comprises two or more computers.” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

With respect to Claim 16, Pitroda teaches “A computer program product for online transfer of a balance from a first credit account associated with an account holder to a second credit account associated with the account holder, the computer program product being embodied in a computer readable medium and comprising computer instructions for:” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

“obtaining account data associated with the first credit account, said account data comprising at least the financial institution with which the first credit account is held;” (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

“determining whether the balance request meets at least one eligibility requirement, the at least one eligibility requirement comprising a requirement that the financial institution with which the first credit account is held is not related to the financial institution with

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which the second credit account is held;" (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

"process the online balance transfer request if all eligibility requirements are met and, otherwise, not process the online balance transfer request." (see at least Abstract and Summary, and C 13, ~L 22 to C 14, ~L 65, and C 15, ~L 12 to C 17, ~L 37)

Pitroda teaches as disclosed above, but it may be argued that it does Not explicitly teach about balance or debt transfer from one account to another by the same credit card holder. However, Walker teaches it explicitly. (see at least Walker Abstract and Summary, and C 2, ~L 20-30)

Examiner notes that Walker explicitly teaches and states that "it is well known in the art that credit card holders are free to transfer debt between accounts, thereby taking advantage of different account features, such as lower interest rates. Such transfers are typically done by paying off the old account with a convenience check or electronic funds transfer, which draws the old account balance onto the new credit card account."

It would have been obvious to an ordinary person of skill in the art at the time invention was made to modify the teachings of Pitroda with the explicit teachings by Walker about balance or debt transfer from one account to another by the same credit card holder. The motivation to combine these two references would be to provide a more efficient and effective system and method for making electronic transfer of balance or debt from one account to another by the same credit card holder, and thus increase manageability of their debt by the account holder(s).

Conclusion

8. Applicant's arguments of May 12, 2008 for rejection under 35 USC 102(e) are considered moot as the amended claims have a new rejection under 35 USC 103(a).

9. The prior art made of record and not relied upon is considered pertinent to the Applicant's disclosure and review for not traversing already issued patents by the claims of the current invention of the Applicant:

- US Patent No. 5,857,079 issued to Claus et al. filed on December 23, 1994 and titled: "Smart Card for Automatic Financial Records".
- US Patent No. 6,044,360 issued to Picciallo, Michael J. filed on June 16, 1997 that is claiming priority from April 16, 1996 and titled: "Third Party Credit Card".

10. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Sanjeev Malhotra whose telephone number is 571-272-7292. The examiner can normally be reached on Flexible schedule.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, James P. Trammell, can be reached on 571-272-6712. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

11. Examiner's Note: Examiner has cited particular columns and line numbers in the references as applied to the claims for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, these are minimum citations and other passages and figures may apply as well. It is respectfully requested from the applicant, in preparing the responses, to fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

/SM/

17 July, 2008

/James P Trammell/

Supervisory Patent Examiner, Art Unit 3694